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OFFICE OF THE INSPECTOR GENERAL
NATIONAL SECURITY AGENCY
CENTRAL SECURITY SERVICE



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Concur

To: (U//~~FOUO~~) Chief, [redacted] Date: 14 December 2015

From: (U//~~FOUO~~) [redacted] Investigator, [redacted]

Subject: (U//~~FOUO~~) RECOMMENDATION TO CLOSE INVESTIGATION WITH NO FURTHER INVESTIGATIVE ACTIVITY

File No: (U//~~FOUO~~) IV-14-0013

Precedence: (U) Routine

Purpose: (U) To provide a summary report of investigation and to recommend that this case be closed.

Details:

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I. (U//~~FOUO~~) **Background:** This investigation was conducted in response to a 24 May 2013 complaint received by the Office of Inspector General (OIG) from [redacted] alleging that in January 2013 on three separate occasions NSA employees wittingly or unwittingly assisted former [redacted] employees transfer [redacted] proprietary data to their new employer, the [redacted] to aid [redacted] in taking work from [redacted]. This investigation was conducted to determine if the NSA employees violated laws, regulations, or policies applicable to the transfers.

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(S//SI//REL) The OIG investigated three separate transfers of information and equipment that occurred in early January 2013. In each instance, [redacted] provided information and receipts¹ to indicate [redacted] employees transferred data and items to NSA employees prior to their transfer of employment to [redacted]. The first transfer occurred on 3 January 2013. A [redacted] receipt showed that [redacted] transferred to [redacted] NSA [redacted] employee, data and equipment associated with [redacted]. [redacted] signed the receipt for these items on the behalf of [redacted] NSA; [redacted] Technical Director. The second transfer occurred on 4 January 2013. An [redacted] receipt showed that [redacted] transferred to [redacted] NSA [redacted] employee, two Dell laptop computers associated with [redacted]. The third transfer occurred on 14 January 2013. A [redacted] receipt showed that [redacted]

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¹ (U) [redacted] receipt records are marked [redacted]

² (S//SI//REL) [redacted]

³ (TS//SI) [redacted]

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[redacted] transferred to [redacted] NSA, [redacted]
[redacted] employee, a hard drive (HD) and thumb drive (TD) associated with [redacted]

(U//FOUO) In its complaint, [redacted] alleged that no later than August 2012, senior [redacted] employees began plotting to leave [redacted] employment and steal proprietary information that would enable them, through their intended new employer, [redacted] to take work from [redacted] for the benefit of [redacted] and themselves personally. [redacted] described [redacted] as one of many capable competitors. A 29 November 2012 transition plan prepared by the senior [redacted] employees who transferred employment to [redacted] indicated a desire to transition [redacted] core capability to [redacted] over a 12 to 18 month timeframe by re-competing programs to land at [redacted]. The transition plan discussed [redacted] and [redacted] programs and indicated close coordination with their primary NSA customer, the [redacted] Office and [redacted]. [redacted] Approximately 30 [redacted] employees were to transition to [redacted].

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(U//FOUO) Through 2013 and early 2014, Defense Criminal Investigative Service and Defense Contract Audit Agency were briefed on case activity concerning NSA employee involvement during several meetings and both concurred with the OIG investigative planning but declined further participation.

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II. (U//FOUO) Issue: In early January 2013, did NSA employees knowingly assist former [redacted] employees transfer [redacted] proprietary data during three separate occasions to their new employer, [redacted] to aid [redacted] in taking work from [redacted]. The three transfers and OIG investigative activity are discussed separately and noted below in sections [redacted] [redacted]

III. (U) Applicable Standards: The applicable standards reviewed for this case were Title 18 U.S.C. § 1905 Non-Disclosure Agreement/Data Rights, 5 CFR 2635 Subpart A: General Provisions for basic obligations of public service; and NSA/CSS PMM 30-2, Chapter 366, Section 1-3 General Principles for On-The-Job Conduct.

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IV. (U//FOUO) Investigative activity related to data and equipment transferred under [redacted]

A. (U) Documents Reviewed: The OIG reviewed [redacted] contract, NSA's [redacted] contract that pertained to [redacted] work performed in 2013, material receipts and inventory logs provided by [redacted] and [redacted] and other emails, documents and records provided by [redacted] NSA, [redacted] that pertained to [redacted]

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B. (U//FOUO) Interviews: The OIG obtained testimony from individuals involved or knowledgeable of the [redacted] transfer. Interviewees involved with or knowledgeable of the [redacted] transfer included Mr. [redacted]

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⁴ (S//SI//REL) [redacted]

[redacted] and [redacted] organizations are part of [redacted]
(U) On 10 July 2013 [redacted] filed a \$45,000,000 civil law suit against [redacted] in the U.S. District Court for the Eastern District of VA wherein [redacted] asserted that defendants damaged [redacted] through the misappropriation of trade secrets, and various individual defendants breached contractual and fiduciary duties owned by [redacted]. Six [redacted] employees all of whom transferred employment from [redacted] were named in the suit, including [redacted]. There were no NSA employees named in the suit. On 17 October 2013 both parties settled the law suit without any admission of wrongdoing. [redacted] agreed to pay [redacted] \$ 6,750,000. Of note in the settlement, in section 5(e) "in no circumstance may [redacted] use [redacted] Confidential Information unless (i) [redacted] CONFIDENTIAL," [redacted] PROPRIETARY," or similar restricted use designation is removed by [redacted] or (ii) the government or government contractor instructs [redacted] to use the [redacted] Confidential Information.

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[redacted] Technical Director, [redacted] Division Chief, [redacted] Contracting Officer (CO), [redacted] Contracting Officer Representative (COR), [redacted] Contracting Officer Technical Representative (COTR), [redacted] Security Officer, [redacted] Department Manager for [redacted] Mechanical Engineer for [redacted] and [redacted] Mechanical Engineer.

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C. (U//FOUO) [redacted] Transfer Findings:

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(S//SI//REL) Regarding the transfer of [redacted] items by [redacted] to [redacted] that occurred on 3 January 2013 and several days before [redacted] transferred employment to [redacted] the OIG investigation determined that [redacted] was authorized by the [redacted] COTR on 2 January 2013, to prepare and deliver the complete contents of [redacted] government furnished equipment (GFE) to [redacted] for future operational needs. This transfer was part of the close out of [redacted] contract activity at [redacted] directed [redacted] to prepare the [redacted] items for delivery to [redacted] [redacted] was unavailable on 3 January 2013 and asked [redacted] to sign for the [redacted] items in his absence. [redacted] signed the material receipt but did not take position, inventory, or review any of the [redacted] items. This arrangement to transfer [redacted] items was not shared with or known by [redacted] management personnel. In preparing the [redacted] items, [redacted] gathered all data related to [redacted] years of developing [redacted]

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(U//FOUO) After obtaining [redacted] signature on the [redacted] receipt for the [redacted] items at an [redacted] and in accordance with [redacted] instructions, [redacted] delivered the complete [redacted] contents to [redacted] location on 3 January 2013. A [redacted] employee [redacted] then inventoried the [redacted] items delivered by [redacted] and stored them within [redacted] Sensitive Compartmented Information Facility (SCIF).

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(S//SI//REL) Several days later, [redacted] employees, all of whom transferred from [redacted] to [redacted] including [redacted] accessed the [redacted] data that was loaded on a [redacted] SCI approved standalone computer to help them review and prepare to make tools and instruction guides associated with [redacted]. [redacted] expeditiously completed this task and delivered the items to [redacted] on 22 February 2013 in preparation of [redacted]. The authorization to make the tools and instruction guides came from [redacted] and his [redacted] management and was done under active [redacted] contract, that addressed quick reaction requirements for [redacted]. Separately during March and April 2013 and while [redacted] still possessed [redacted] data, [redacted] and [redacted] competed on a [redacted] proposal to build approximately [redacted] devices, identical to ones previously made by [redacted]. [redacted] reviewed both proposals and recommended that [redacted] be awarded this effort because of their technical understanding of the task which he

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⁷ [redacted] CO are not related to one another.
⁸ According to ADS&CI records, [redacted] was debriefed by [redacted] on 10 January 2013 and re-briefed by [redacted] on the same day.
⁹ (U//FOUO) This task was approved under [redacted] [redacted] had an origination date of 20 September 2012 and was awarded through 30 September 2013. [redacted] had an origination date of 19 November 2012 and was awarded through 30 September 2013.

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equated to less risk on the schedule and overall cost. [redacted] was awarded this effort in May 2013 and completed the task in September 2013.¹⁰

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(U//FOUO) In approximately mid-March 2013, [redacted] conducted an inventory of its classified holdings for [redacted] and discovered the 3 January 2013 receipt for [redacted] items prepared by [redacted] and signed for by [redacted]. [redacted] could not explain the transfer of [redacted] items that appeared to go to NSA given that [redacted] was contacted and advised that it authorized [redacted] to deliver the complete contents of [redacted] to [redacted] for [redacted] future operational needs. [redacted] then contacted [redacted] to inquire about the data transfer.

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(U//FOUO) [redacted] advised [redacted] that he was aware of the transfer but would need to look into the matter further and would not have an answer until several weeks later. [redacted] gave [redacted] this vague answer at the time because he had never received or reviewed any of the [redacted] items because of his 3 January 2013 instruction that the [redacted] items be delivered directly to [redacted]. At about this same time, [redacted] was made aware of a private sector lawsuit between [redacted] and [redacted] and the alleged transfer of [redacted] data to [redacted].

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[redacted] This transfer was coordinated by [redacted] and [redacted] prepared the items and detailed receipt for the [redacted] items returned to [redacted] on 11 April 2013. Effectively, this was the first time that [redacted] or [redacted] actually possessed [redacted] items and data previously produced by [redacted]. [redacted] stored the [redacted] items in his R&E office. In late June and early July 2013, [redacted] advised [redacted] that he had multiple [redacted] items in his possession, including a CD [redacted] and a DVD [redacted]. He never mentioned that these [redacted] items and others were transferred to [redacted] from 3 January 2013 until 10 April 2013. [redacted] never returned any of the [redacted] items to [redacted].

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(U//FOUO) On 19 December 2013, [redacted] provided the OIG the CD and DVD noted above.¹² The OIG conducted an initial review of the directory and file contents for the CD and DVD and could clearly see that a large number of files contained markings identifying the files as [redacted] proprietary data - All Rights Reserved. Additionally, the review noted that a portion of the files were marked with the classification of [redacted]. On 24 July 2014 and 20 August 2014, jointly [redacted] and the OIG reviewed the CD and DVD. [redacted] reported to the OIG that there were substantial amounts of [redacted] proprietary information contained within the files many of which were clearly marked as [redacted] proprietary data. Additionally, [redacted] advised the CD and DVD contained all of the information required to replicate the [redacted] design, replicate [redacted] work processes, and easily "continue" all work performed by [redacted] on the [redacted] program.

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¹⁰ (U//FOUO) This task was approved under [redacted] had an origination date of 3 May 2013 and was awarded through 30 September 2013. [redacted] manufactured 111 devices delivered to [redacted] on 25 September 2013.

¹¹ According to [redacted] the NSA OGC representative was [redacted].
¹² According to [redacted] 3 January 2013 SCIF material control log there were [redacted] CDs inventoried and controlled by [redacted]. These CDs are likely in [redacted] possession and may also contain [redacted] proprietary data.

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(U//FOUO) It was determined that [redacted] role in this transfer of [redacted] items was strictly to sign the classified material receipt to show that the government signed for the items before it was transferred to [redacted] on 3 January 2013 as instructed by [redacted]

(S//SI//REL) It was determined that [redacted] planned for and authorized the transfer of the [redacted] items from [redacted] to [redacted] and the intended plan was for [redacted] employees familiar with [redacted] to review Government furnished data provided as they prepared to expeditiously make sophisticated tools and more [redacted]. These efforts were approved by NSA [redacted] management personnel under active [redacted] contract technical task orders. [redacted] was unwitting of exactly what [redacted] data [redacted] transferred to [redacted] and did not know [redacted] proprietary data was included in the transfer. Furthermore, [redacted] claimed during testimony on two separate occasions that all the items and data transferred on 3 January 2013 under [redacted] was supposed to be [redacted]. He never asked that [redacted] proprietary data be transferred to anyone.

[redacted] It was also determined that [redacted] purpose for transferring the data to [redacted] was legitimate and was done to expeditiously support operational opportunities and [redacted] wanted to rely on individuals familiar with [redacted] to make the tools without potential risk or delay to potential operations. Additionally, there was no indication that [redacted] actions were for personal gain or to provide preferential treatment for [redacted] or any [redacted] employee. No evidence was gathered or testimony acquired that indicated that [redacted] violated any law, regulation, or NSA policy.

(U//FOUO) Therefore, the allegation that [redacted] wittingly or unwittingly assisted former [redacted] employees transfer large volumes of [redacted] proprietary data to [redacted] to aid [redacted] in taking work from [redacted] is unsubstantiated.

V. (U//FOUO) Investigative activity for two Laptop computers transferred under [redacted]

A. (U//FOUO) Documents Reviewed: The OIG reviewed the NSA contract and invoices pertaining to [redacted] material receipts provided by [redacted] emails, records, and documents provided by NSA and [redacted] and NSA access control records:

B. (U//FOUO) Interviews: The OIG obtained testimony from individuals involved or knowledgeable of the [redacted] transfer. Interviewees involved with or knowledgeable of the [redacted] transfer included [redacted] Security Officer, [redacted] Department Manager, [redacted] employee and [redacted] Principal Engineer, and [redacted] NSA Engineer and Physical Scientist.

C. (U//FOUO) [redacted] Transfer Findings:

(S//NF) Regarding the transfer of two [redacted] owned Dell laptop¹³ computers under [redacted] by [redacted] to [redacted] that occurred on 4 January 2013 and several days before [redacted] transferred employment to [redacted]; the OIG investigation determined that the transfer was done to allow [redacted] the opportunity to continue to provide [redacted] his expertise [redacted] NSA.

¹³ One of the computers was identified as a Dell Inspiron B130 Laptop computer with [redacted] and the other computer was identified as a Dell Latitude D830 Laptop computer with [redacted].
¹⁴ According to ADS&CI records [redacted] was debriefed by [redacted] on 8 January 2013 and re-briefed by [redacted] on the same day.

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(TS//SI//NF) In the summer of 2012, [redacted]

[redacted]

[redacted] located two Dell Laptops in [redacted] SCIF and began using them [redacted]
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(U//FOUO) In preparation of allowing [redacted] to continue work on the [redacted] contract activity as a [redacted] employee, in late 2012/early 2013 [redacted] and the [redacted] Contracting Officer Representative worked with the [redacted] Contracting Officer and contracting officials of [redacted] Palma Harbor, FL, and [redacted] Hanover, MD to add [redacted] as a subcontractor to the [redacted] contract. The approval to have [redacted] added as a [redacted] subcontractor was completed on 1 February 2013.

(TS//SI//NF) The laptops were relocated from [redacted] SCIF to [redacted] laboratory located in NSA [redacted] building on 4 January 2013 primarily because the project [redacted]

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[redacted] knew [redacted] was about to transfer employment from [redacted] to [redacted] and because of the projects aggressive schedule, he needed to ensure [redacted] access to the project continued unabated. Basically, he [redacted] expertise. Because of [redacted] plans to transfer his employment to [redacted] [redacted] expediently worked with [redacted] and the [redacted] CO to put a subcontract in place to allow [redacted] via his new employer [redacted] to continue work on this project. [redacted] location administered this NSA contract effort and [redacted] office did not have much to do with it other than to supply [redacted] and [redacted] in the initial ramp up work. [redacted] did continue his work on the project unabated in January 2013 even though he was no longer an [redacted] employee and the [redacted] involvement as a subcontractor was not approved until 1 February 2013¹⁶. All of [redacted] work on the project occurred in the [redacted] laboratory and no project data was taken out or transmitted to [redacted] to include the Dell laptop computers.¹⁷

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(C//NF) In late March 2013, the project data contained on [redacted] laptops identified as the Dell Inspiron B130 and a Dell Latitude D830 were transferred to a better laptop identified as a Dell Precision P10E laptop that was primarily used by [redacted] and [redacted]. The transfer occurred at the [redacted] laboratory. [redacted]

¹⁵ The Dell Laptops were purchased by [redacted] but were not intended to be used on [redacted]. In a 12 March 2013 email [redacted] advised [redacted] that the Dell Inspiron B130 laptop was purchased by [redacted] and the Dell Latitude D830 was [redacted] and was assigned to a separate NSA contract [redacted] and should not have been assigned to [redacted]. [redacted] invoices showed that [redacted] began billing for work performed under [redacted] beginning on 1 March 2013. These records include hours worked by [redacted] and his billing rate as a principal engineer.
¹⁷ (U//FOUO) [redacted] NSA [redacted] NSA [redacted] building for a total of 44.5 hours for the period of 8 through 31 January 2013 and a total of 62 hours for the period of 6 February through 28 March 2013.

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requesting all project data. The B130 laptop was returned to [redacted] on 27 March 2013. [redacted] provided the original receipt signed by [redacted] indicating its return to [redacted]. The D830 laptop was also transferred back to [redacted] but no receipt was found.

(U//FOUO) In early December 2013 [redacted] completed a forensic review of the Dell B130 and D830 laptops used in [redacted] laboratory and returned to [redacted] in March 2013. [redacted] did not find any proprietary data on the laptops, nor did they find any evidence that proprietary data had been deleted off of the hard drives contained in the laptops.

(TS//SI//NF) The OIG also reviewed the data on the Dell Precision P10E laptop computer, including data transferred from the two laptop computers returned to [redacted] in March 2013¹⁸. The laptop contained [redacted]

[redacted]

All the data reviewed appeared to be Government Furnished Information (GFI) exclusive to this project [redacted]. There was no data found that appeared to be [redacted] proprietary data or was marked in any manner consistent with [redacted] proprietary or intellectual property markings. There was no contract data, cost data, or vendor information found during the review that [redacted] might claim to be company sensitive or proprietary.

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(U//FOUO) It was determined that the laptops transferred to [redacted] were done for a legitimate purpose under a NSA contract. The laptops and the data on the laptops contained GFI and there was no information proprietary to [redacted] that was found.

(S//NF) The evidence does not support the allegation that [redacted] wittingly or unwittingly transferred [redacted] proprietary data to [redacted]. There was no indication that [redacted] project data on the Dell laptops contained [redacted] proprietary data. The laptops were transferred to NSA [redacted] Laboratory in the NSA [redacted] building [redacted].

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The laptops were never transferred on to any [redacted] location. [redacted] transferred his employment from [redacted] to [redacted] on January 8, 2013 and continued work on [redacted] within [redacted] laboratory under an approved prime/subcontract relationship between NSA [redacted]. All [redacted] data accessed and worked on by [redacted] was maintained in NSA [redacted] laboratory for his work as an approved subcontractor.

(U//FOUO) Therefore, the allegation that [redacted] wittingly or unwittingly assisted former [redacted] employees transfer large volumes of [redacted] proprietary data to [redacted] to aid [redacted] in taking work from [redacted] is unsubstantiated.

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VI. (U//FOUO) Investigative activity for the Hard Drive and Thumb Drive transferred under [redacted]

A. (U//FOUO) Documents Reviewed: The OIG reviewed the NSA contract pertaining to [redacted] material receipts provided by [redacted] and emails, records, and documents provided by NSA and [redacted].

B. (U//FOUO) Interviews: The OIG obtained (U//FOUO) testimony from individuals involved or knowledgeable of the [redacted] transfer. Interviewees involved with or knowledgeable of the [redacted] transfer included [redacted] Engineer, [redacted] [redacted] Division Chief, [redacted] [redacted].

¹⁸ [redacted] assisted the OIG with this review.

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[redacted] Department Manager, [redacted] Principal Engineer Information Systems, and [redacted] Security Officer.

C: (U//FOUO) [redacted] Transfer Findings:

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(U//FOUO) Regarding the transfer of [redacted] data contained on a hard drive (HD) and a thumb drive (TD), by [redacted] to [redacted] on 14 January 2013 and several days before [redacted] transferred employment to [redacted] the OIG investigation determined that on or about his last day of employment, [redacted] prepared for [redacted] a HD and TD with about 259 Giga Bytes (GBs) of data related to [redacted] [redacted] described this as an enormous amount of data that was transferred. Ordinarily, NSA received [redacted] deliverables from [redacted] that consisted of only a couple of CDs for each program task equivalent to about 4 GBs of data. This download of [redacted] programs was so large that [redacted] was unable to complete it prior to his employment transfer from [redacted] on 10 January 2013. [redacted] completed the download and [redacted] picked it up from [redacted] on 14 January 2013, signed the material receipt, and couriered the HD and TD to his NSA R&E office.

(U//FOUO) [redacted] wanted to collect a complete copy of all [redacted] design files for [redacted] historical records. He never intended to transfer this data in whole or part to [redacted] He got the HD and TD from [redacted] on 14 January 2013 and kept it locked up in his office. In early March 2013, [redacted] began an internal inquiry about data transfers of its program information to NSA affiliates and learned that this data had been transferred to [redacted] by [redacted] without [redacted] knowledge or permission and [redacted] believed it might contain [redacted] proprietary data. [redacted] reported this transfer event to NSA's Industrial Security Branch [redacted] In early March 2013, [redacted] queried [redacted] about the data transfer. He was advised that he should return the HD and TD to [redacted] and he would be permitted to make and retain a "cloned" copy until the issue was further reviewed. Because of [redacted] query about the HD and TD and the fact that [redacted] thought this issue should be addressed by a more senior Agency official, he turned over the devices to [redacted] and [redacted] returned the drives to [redacted] per [redacted] instructions²⁰. [redacted] made and retained a "cloned copy" of the HD and TD per the instructions of [redacted] [redacted] kept the "cloned" copy secured in his office until he turned the device over to the OIG on 19 November 2013.

(U//FOUO) [redacted] advised that he was familiar with the data transfer to [redacted] since it was [redacted] who asked him to deliver all data files regarding [redacted] programs [redacted] in late December 2012. [redacted] understanding was that everything delivered to [redacted] was GFI and [redacted] did not perceive that any of the information was proprietary to [redacted] [redacted] said that he started the data transfer but was unable to complete it before he left [redacted] for his new employment with [redacted] on 10 January 2013 because it was such a large volume of data. After he left [redacted] [redacted] completed the data transfer of the HD and TD and then gave it to [redacted]. [redacted] said he heard that [redacted] got this data back and to his knowledge the data on the HD and TD never made it over to [redacted]

(S//NF) The evidence does not support the allegation that [redacted] wittingly or unwittingly transferred any [redacted] proprietary data to [redacted] [redacted] picked up the HD and TD from [redacted] on 14 January 2013 and the items stayed in his possession until he turned them over to [redacted] in March 2013 because of the [redacted] inquiry.

¹⁹ According to ADS&CI records [redacted] was debriefed by [redacted] on 21 January 2013 and re-briefed by [redacted] on 23 January 2013. ²⁰ On 14 March 2013 [redacted] performed an examination of the HD and advised [redacted] proprietary data was found on the drive and the volume of data delivered was called in question. Of 69 Gb of [redacted] data, only 3Gb was required for delivery. Of 190 Gb of [redacted] data, only 1.6 Gb was required for delivery. [redacted] recommended that the "cloned" copy retained by the customer be wiped.

(b) (3) - P.L. 86-36

(b) (3) - P.L. 86-36

(b) (3) -P.L. 86-36

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[redacted] returned the original HD and TD to [redacted] and was authorized to make a "cloned" copy. [redacted] turned the "cloned" copy over to the OIG on 19 November 2013. There was no evidence found to indicate the HD or TD was transferred to [redacted].

(b) (3) -P.L. 86-36

(U//FOUO) Therefore, the allegation that [redacted] wittingly or unwittingly assisted former [redacted] employees transfer large volumes of [redacted] proprietary data to [redacted] to aid [redacted] in taking work from [redacted] is unsubstantiated.

(b) (3) -50 USC 3024 (i)
(b) (3) -P.L. 86-36

VII. (S//SI//REL) **Analysis:** The OIG concluded that out of the three January 2013 data transfers investigated, only [redacted] data was wittingly transferred from [redacted] to [redacted] and involved NSA personnel. [redacted] was the NSA official who authorized this transfer but believed the data prepared and transferred by [redacted] to [redacted] was Government owned data per the instructions of the [redacted]. [redacted] role was strictly to sign for the [redacted] items to indicate the government received this data before its transfer to [redacted]. The [redacted] data transferred to [redacted] was then used by [redacted] personnel familiar with [redacted] to make tools and MDs under NSA [redacted] task orders authorized by the [redacted] Technical Task Order Manager and the [redacted] Contracting Officer under legitimate NSA contracts. All [redacted] data was returned to [redacted] on 11 April 2013 by [redacted] and all [redacted] files were deleted from [redacted] standalone computer system. [redacted] turned over the CD and DVD to the OIG on 19 December 2013. It was not until the OIG and [redacted] jointly reviewed the [redacted] files that a determination was made that [redacted] proprietary data was transferred to [redacted].

(b) (3) -P.L. 86-36
(b) (6)

(b) (3) -P.L. 86-36

VIII. (U//FOUO) **Conclusion:** None of the transfers investigated involved unlawful activity or violation of Agency regulations or policy by NSA personnel. Therefore, the OIG concluded that based on the preponderance of the evidence that [redacted] did not wittingly or unwittingly assist former [redacted] employee's transfer [redacted] proprietary data to [redacted] to aid [redacted] take work from [redacted].

(b) (3) -P.L. 86-36

IX. (U//FOUO) **Recommendation:** I recommend closure of this case without further investigative action. I also recommend that we coordinate with NSA OGC to determine whether the data gathered during the course of this investigation that appears to be proprietary to [redacted] should be permanently retained by the OIG, returned to [redacted] or returned to [redacted].

(b) (3) -P.L. 86-36

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